

**Subject:** Authorize the City Manager to contract with the Alaska Department of Public Safety (Department) for Special Services

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Agenda of: **June 27, 2013**

Council Action:
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Manager: Recommend approval for participating in Community wide cleanup.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Chief of Police / Dan Pasquariello	DP (ju)	
X	Finance / Carol Shade	CS	
X	City Clerk / Janice Williams	JW	

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** None

**Summary Statement.** The purpose of this Action Memorandum is to authorize the City Manager to continue a contract with the Department to provide the following services:

1. Provide full dispatch services 24 hours daily to personnel of the Department;
2. Maintain the State computer "APSIN System", and the City in-house computer system, using these systems to support Department enforcement activities, inclusive of warrant entry and deletion, routine computer information requests, message services, record requests, etc;
3. Provide 24-hour daily telephone answering and message taking service for the Department telephone in Dillingham.
4. Provide prisoner transport and guarding services for prisoners needing to appear in local courts whenever Department personnel are unavailable or unable to perform such duties.

The Department will pay the City \$5,000 quarterly, or \$20,000 a year, for the services.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

ATTEST:

\_\_\_\_\_  
Alice Ruby, Mayor

\_\_\_\_\_  
Janice Williams, City Clerk

**Subject:** Authorize the City Manager to extend the Managed Services Agreement with Tekmate on a month-by-month basis

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Agenda of: **June 27, 2013**

Council Action:

Manager: Recommend approval extending the contract.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade	CS	
X	City Clerk / Janice Williams	JW	

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** None

**Summary Statement.**

The purpose of this Action Memorandum is to authorize the City Manager to continue the Managed Services Agreement with Tekmate LLC, an Alaska Communications Partner, on a month-by-month basis. The current agreement expires on July 31, 2013. Staff will be putting out an RFP for certain information technology management and support services in June. The next City Council meeting after the June meetings will be August 1. We hope to have a recommendation for a contract at that time to be effective in September.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

**Subject:** Authorize the City Manager to extend the information technology contract to Nushagak Technical Services (NTS) on a month by month basis

Agenda of: **June 27, 2013**

Council Action:

Manager: Recommend approval extending the contract.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade	CS	
X	City Clerk / Janice Williams	JW	

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** None

**Summary Statement.** The purpose of this Action Memorandum is to authorize the City Manager to continue the information technology contract with Nushagak Technology Services (NTS) on a month-by-month basis. NTS provides IT services to Public Safety and the Fire Department.

The current agreement expires on June 30, 2013. Staff will be putting out an RFP for certain information technology management and support services in June. The next City Council meeting after the June meetings will be August 1. We hope to have a recommendation for a contract at that time to be effective in September.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

City of Dillingham Action Memorandum No. 2013-18

Subject: Authorize the City Manager to enter into an agreement with the Alaska Court System (ACS) to execute electronically on defendants' Permanent Fund Dividend to satisfy unpaid municipal minor offenses and criminal judgments issued by the Dillingham Public Safety

Agenda of: **June 27, 2013**

Council Action:
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Manager: Recommend approval.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade	CS	
X	City Clerk / Janice Williams	JW	
X	Chief Dan Pasquariello	DP	

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** None

**Summary Statement.** The Dillingham Public Safety issues citations for municipal minor offenses and criminal judgments which are filed with the Dillingham Court House. Payment for these citations has been dependent on the individual making payment to the court house or the City. If an individual does not pursue payment the citation is not collected.

The Alaska Court Systems provides Municipality's the opportunity for electronically seizing PFD's to satisfy delinquent fines, costs and certain judgments. This opportunity entails the following:

- Sign an agreement with the ACS
- A continuing Writ of Execution to be issued after the agreement is signed
- Create a database to manage the transfer process and electronically import debtor information from ACS
- Match ACS debtor information to PFD applicant information provided by the PFD Division
- Transmit to PFD Division an electronic text file containing a certified list of PFD applicants to be levied against
- Respond to inquiries regarding the notice (of a right to object if a mistake is made) issued to debtors by the PFD Division.

The ACS is now compiling a listing of outstanding judgments that were entered with the last 5 years.

Some examples of these minor citations are failure to restrain animals, speeding, tailgate and headlight requirements, failure to wear seatbelts, no car seat, operating vehicles with expired registration or no insurance, animals creating disturbance or nuisance prohibited etc.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

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Alice Ruby, Mayor

ATTEST:

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Janice Williams, City Clerk

**Subject:** Authorize the City Manager to contract with the Alaska Department of Corrections, Division of Probation and Parole

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Agenda of: **June 27, 2013**

Council Action:

Manager: Recommend approval of Agreement with Department of Corrections for the Community and Regional Jail.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Chief Dan Pasquerillo	DP	
X	Finance / Carol Shade	CS	
X	City Clerk / Janice Williams	JW	

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** Page 1 of Standard Agreement Form for Professional Services

**Summary Statement.** The purpose of this Action Memorandum is to authorize the City Manager to continue the Standard Agreement for Professional Services with the Department of Corrections for managing the Regional and Community Jail in Dillingham.

- The FY 13 agreement was for \$480,417 and expires on June 30, 2013
- FY 14 agreement is for 5 years from July 1, 2013 – June 30, 2018
- This will be a five year contract with annual CPI and Geographical differential increases applied each fiscal year with notification of the new rate in May of each fiscal year.
- The total contract for FY 14 is \$641,300 from July 1 – June 30, 2014
- The general responsibility of the City is to operate a facility for the care and confinement of prisoners in accordance with this contract.
- The contract is for 8 beds.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

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Janice Williams, City Clerk

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number <b>2041003</b>	2. ASPS Number	3. Financial Coding 20665500-15905-76900004-73076	4. Agency Assigned Encumbrance <b>2041003</b>
5. Vendor Number <b>CIU84215</b>	6. Project/Case Number <b>Regional and Community Jail: Dillingham</b>		7. Alaska Business License Number not applicable
This contract is between the State of Alaska,			
8. Department of <b>Corrections</b>		Division <b>Probation and Parole</b>	hereafter the State, and
9. Contractor <b>City of Dillingham, Police Department</b>			hereafter the Contractor
Mailing Address <b>P.O. Box 869</b>	Street or P.O. Box <b>404 D Street</b>	City <b>Dillingham</b>	State <b>AK</b>
			ZIP+4 <b>99576</b>
10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b>			
2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.			
2.2 Appendix C sets forth the services, liability and insurance provision of this contract to be performed by the contractor.			
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u><b>July 1, 2013</b></u> and ends <u><b>June 30, 2018</b></u>			
<b>ARTICLE 4. Considerations:</b>			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <b>\$641,300.00</b> in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of <b>Corrections</b>		Attention: Division of <b>Administrative Services, Accounting</b>	
Mailing Address <b>PO Box 112000, Juneau, AK 99811-2000</b>		Attention: <b>Devra Hayes (ph. 907-465-3478)</b>	
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm <b>City of Dillingham</b>			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative <b>Daniel Forster</b>			
Title <b>City Manager (ph. 907-842-5354; fax 907-842-5785)</b>			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division <b>Corrections / Probation and Parole</b>	Date		
Signature of Project Director		Typed or Printed Name <b>John Schauwecker</b>	
Typed or Printed Name of Project Director <b>Carrie Belden</b>		Title <b>Procurement Manager CPPB, C.P.M.</b>	
Title <b>Director, Probation and Parole (ph. 907-269-7367)</b>		<b>Dept. of Corrections Juneau Procurement Officer (907-465-3399)</b>	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

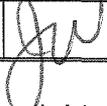
**Subject:** Authorize the City Manager to execute a Memorandum of Understanding (MOU) between the City and Curyung Tribal Council for the Bristol Bay Economic Development Corporation's (BBEDC) community block grant funds

Agenda of: **June 27, 2013**

Council Action:

Manager: Recommend approval.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade		
X	City Clerk / Janice Williams		

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** Copy of Memorandum of Agreement

**Summary Statement.** The purpose of this Action Memorandum is to authorize the City Manager to sign a MOU between the City of Dillingham and Curyung Tribal Council in support of the City receiving 50% of the BBEDC block grant funding from 2013-2017. The amount of the funding will depend upon what the BBEDC board allocates. The FY 2013 funds are still available to apply for and the maximum amount is \$250,000.

At Curyung Tribal's June 11, 2013 meeting, the Council authorized their support of the City to apply for the BBEDC Block Grant Funding.

The grant application for these funds will support the City's capital improvement projects.

The City will report to the Tribe at their quarterly MOU meetings on the use of the funds.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

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Janice Williams, City Clerk

Memorandum of Understanding  
Between  
City of Dillingham  
And  
Curyung Tribal Council

WHEREAS: City of Dillingham is an Alaska municipal corporation incorporated as a first class city with a mayor/council form of government that has assumed powers of taxation, planning, public safety and education.

WHEREAS: Curyung Tribal Council is a federally recognized tribe for Dillingham providing services to its tribal members.

WHEREAS: City of Dillingham and Curyung Tribal Council wish to enhance the quality of life in the Dillingham area for the tribal members and residents of Dillingham.

WHEREAS: Bristol Bay Economic Development Corporation (BBEDC) annually provides Block Grant funds that are available to Curyung Tribal Council and the City of Dillingham for projects within the City limits that would improve services and infrastructure.

WHEREAS: the City of Dillingham needs Curyung Tribal Council's approval by resolution in order for them to apply for the BBEDC Block grants.

THEREFORE: The parties hereto agree as follows:

1. Curyung Tribal Council agrees to allow the City of Dillingham to apply for 50% of the annual Block Grant funding from BBEDC for 2013, 2014, 2015, 2016 & 2017. Projects that the City could apply these funds toward are (not in any particular order):
  - Wastewater Treatment Plant Upgrades
  - Landfill Regulatory Compliance Improvements
  - Utilities and Storm Sewer Upgrades for Downtown Streets
  - Library rail, door and window repairs
  - Landfill Gasifier
  - Public Safety and Fire Department Building
  - Harbor Float Replacement
  - Harbor revetments and Breakwater/Emergency Bank Stabilization
  - Dock and Harbor Piling Replacement
  - Heavy Equipment and Vehicle Replace Schedule e.g. 950 H Cat Loader
  - Seward and D Street Rehabilitation
2. Curyung Tribal Council agrees to apply for 50% of the annual Block Grant funding from BBEDC for 2013, 2014, 2015, 2016 & 2017 for tribal priority projects.
3. The City of Dillingham will apply for these funds annually to be used for improvements needs within the City.

4. Both parties will continue to work collaboratively through the MOU Committee for improved services and infrastructure for tribal and community members.
5. The City of Dillingham will keep the Curyung Tribal Council updated, through the MOU Committee, about the projects within the City.

DATED: \_\_\_\_\_  
CITY OF DILLINGHAM

By: \_\_\_\_\_  
City Manager

DATED: \_\_\_\_\_  
CURYUNG TRIBAL COUNCIL

By: \_\_\_\_\_  
Tribal Chief

**Subject:** Authorize the City Manager to Execute Task Order No. 1 with Tekmate LLC to Assist the City in Implementation of Gmail to Replace Existing Email Solution

Agenda of: **June 27, 2013**

Council Action:

Manager: Recommend approval.

City Manager: *Carol Shade for Rose Loera*  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade	<i>CS</i>	
X	City Clerk / Janice Williams	<i>JW</i>	

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** Task Order No. 1 with Tekmate LLC

**Summary Statement.**

The purpose of this Action Memorandum is to authorize the City Manager to addend the Tekmate contract to include implementation of the Gmail services to replace the City's current Email solution. The is will include setting up Google Apps for Business account and domain (dillinghamak.us) with Gmail and assisting the City with the download and installation of sync tools to migrate the current emails and mailboxes to the new system.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

## TASK ORDER

TASK ORDER NUMBER: 1

PROJECT NAME: Implement Gmail Service

This Task Order pertains to an Agreement by and between the City of Dillingham ("OWNER") and Tekmate ("CONSULTANT") dated August 1, 2011 ("the AGREEMENT"). Consultant shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

### PART 1.0 PROJECT DESCRIPTION

Assist the City in implementation of Gmail to replace existing email solution.

### PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT

1. Set up Google Apps for Business account and domain (dillinghamak.us) with Gmail
2. Download and install syn tools on computers for users that Consultant supports via logmein.
3. Configure sync tool
4. Verify when bandwidth dictates the sync is complete.
5. Setup outlook to point to the new gmail accounts where applicable.
6. Migrate users to Gmail.

### PART 3.0 OWNER'S RESPONSIBILITIES

The City shall provide information to Consultant necessary for the performance of this task order.

### PART 4.0 DELIVERABLES AND TIME PERIOD

Complete migration and implementation by approximately August 1, 2013.

### PART 5.0 PAYMENT TO CONSULTANT

The fee to be paid to Google would be based on \$50 per mail box per year in advance, realizing a \$10 per mail box per year savings. It is estimated that we would need 60 mail boxes. In addition a payment of \$750 to Tekmate for set up and implementation per Quote 11003 dated 6/7/13.

This Task Order is executed this 27th day of June 2013.

City of Dillingham  
"OWNER"

By: Rose Loera

Tekmate  
"CONSULTANT"

By:

Signature: \_\_\_\_\_  
Title: City Manager

Signature: \_\_\_\_\_  
Project Manager

**Subject:** Authorize the City Manager to rent out the Potato House

Agenda of: **June 27, 2013**

Council Action:

Manager: Recommend approval for renting out the Potato House.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade	<i>CS</i>	
X	City Clerk / Janice Williams	<i>JW</i>	

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):** Draft Lease Agreement

**Summary Statement.** The purpose of this Action Memorandum is to authorize the City Manager to rent out the Potato House for \$800 month plus all utilities.

The current tenant of the Potato House has moved to Naknek and we would like to pursue renting it out as soon as we have a tenant interested. We have posted a For Rent sign on the building and will be doing some minor renovations to the building.

We may have an interested tenant and would like to execute the lease if it is approved by their supervisors.

It is therefore recommended that the City Council approves the renting of the Potato House.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

## LEASE AGREEMENT

THIS LEASE, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the **City of Dillingham**, whose address is PO Box 889, Dillingham, Alaska, 99576, and whose interest in the property hereinafter described is that of Owner, hereinafter called the **Lessor or City**, and \_\_\_\_\_, whose address is \_\_\_\_\_ hereinafter called the **Lessee**.

The Lessor hereby leases to the Lessee the property located at 412 2<sup>nd</sup> Avenue West, to have and to hold the same, with all appurtenances unto the Lessee for the term of one (1) year beginning on and ending on the \_\_\_\_\_ at and for the rental of \$\_\_\_\_\_ per month. Lessor shall give the Lessee written notice of the rent due for any extended term at least thirty (30) days in advance of commencement of the extended term.

### COVENANTS OF THE LESSEE

1. The Lessee does hereby covenant and agree with the Lessor that it will:
  - a) pay said rent at the times and place and in the manner aforesaid;
  - b) use and occupy said premises in compliance with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting the Leased Premises, or the sidewalks, streets, and ways adjacent thereto or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same in a careful and proper manner;
  - c) not use or occupy said premises for any unlawful purpose;
  - d) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided, however, such consent shall not be unreasonably withheld;
  - e) not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
  - f) make no alterations or improvements to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld;
  - g) leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, or other casualty;
  - h) permit the Lessor to enter upon said premises at all reasonable times to examine the conditions of the same;

- i) pay for heat and cooling, electricity, water, trash removal, and sewage disposal;
- j) maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof;
- k) maintain the premises in keeping with good fire prevention practices;
- l) not use the Premises as a dwelling;
- m) keep the premises clean and uncluttered;
- n) if the Premises is used for commercial purposes for which Lessee is required by law to collect and remit sales tax to the City, Lessee will timely remit sales tax as required by law.

#### **COVENANTS OF THE LESSOR**

2. And the Lessor on its part covenants and agrees with the Lessee that it will:
- a) Except as provided in this Lease, and provided Lessee is not in default hereunder, provide Lessee peaceful and quiet enjoyment of the Leased Premises
  - b) warrant and defend Lessee in the peaceful and quiet enjoyment of the Leased Premises.
  - c) If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

#### **MUTUAL COVENANTS**

3. It is mutually agreed by and between the Lessor and Lessee that:
- a) all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;
  - b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or renewal and at its own expense repair any injury to the premises resulting from such removal; All structures, fixtures and improvements, placed or attached on or about the Leased Premises by Lessee, shall at the City's option become the property of the City at the expiration of the Lease or any extended term, unless removed by Lessee within three-hundred (300) days after the expiration or termination of the Lease. Lessee shall be responsible for paying rent and all other sums payable by it under this Lease while removing structures, fixtures or improvements.
  - c) Not later than the expiration or termination date of this Lease, or of any extended term thereof, Lessee shall remove all readily movable items of personality, provided that any

damage caused to the Leased Premises by reason of such removal shall be immediately paid by Lessee. Any movable items of personality not so removed by Lessee shall become the property of the City at the City's option.

- d) The City may, in its sole discretion, remove and store any or all property not timely removed from the Leased Premises. Storage shall be for the account and at the expense of Lessee, and without liability for loss thereof, or damage thereto, on the part of the City. If after a period of thirty (30) days or more, Lessee has not paid all sums due and owing to the City under this Lease or any Addendum hereto, including the reasonable cost of storage, the City may sell any or all of such property at a public or private sale. The City shall mail written notice of such sale to Lessee at least ten (10) days prior to sale. The notice shall state the date, time and place of the sale. The City may set the time, place and manner of the sale in its sole discretion. The proceeds of any such sale shall be applied first to the costs of sale (including reasonable attorney's fees), then to storage charges and then to delinquent sums due, or to become due the City, under this Lease or any Addendum hereto. Any remaining balance shall be mailed to Lessee.
- e) If all or part of the Leased Premises or 50% or more of the Building (regardless of whether the Leased Premises are affected) are destroyed or rendered untenable by fire, earthquake or other similar cause, Lessee shall remove the debris from the Leased Premises and clean up the Leased Premises within 100 days of the occurrence of such destruction. The City may in such event and at its sole discretion terminate the Lease on thirty (30) days written notice to Lessee.
- f) if the Lessee shall at any time be default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provision of this lease, and the Lessee shall fail to remedy such default within ten (10) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;
- g) if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- h) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto;
- i) the Lessee shall have the option to renew this lease for one (1) additional year period to be exercised by giving the Lessor written notice prior to the expiration of each term.
- j) this lease is subject to all applicable laws of the State of Alaska or local government;
- l) all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the expiration date of this lease or any extension

or renewal thereof, shall be construed to be a tenancy from month to month, at the same monthly rental and on the terms and conditions herein specified so far as applicable;

- m) time is of the essence of this lease.
- n) Lessee leases the property "as is" and "where is" and assumes the responsibility and risks of all defects and conditions, including but not limited to environmental hazards. The intent of the parties is that tenant has had already and shall continue to have a thorough opportunity to inspect and study the property before signing this lease, but that once the lease is signed, City walks away from the property and shall have no further responsibility or liability to buyer or any third party for any claims of any kind that may arise as to the property.
- o) Except to the extent that such party may otherwise agree in writing, no waiver by such party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by such party to seek a remedy for any breach of the other party be deemed a waiver by such party of its rights or remedies with respect to such breach.
- p) In the event either party shall be in default in the performance of any of its obligations under this Lease, and an action is brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefore, including full, actual, reasonable attorney's fees. Any sums due from the Lessee under this Lease shall accrue interest at 10.5% per annum from the date they are due until paid in full.
- q) Neither City, nor any of its officers, employees, agents, attorneys, or representatives have previously, nor does under this agreement make, any representations or warranties, and none of the persons or entities described above shall in any way be liable for or with respect to:
  - (1) the condition of the real property or the suitability of the real property for Lessee's intended use, or for any use whatsoever;
  - (2) the presence or existence of any hazardous substances, asbestos, oil or other petroleum product contamination or any other substance as to which the discharge, leakage, spillage or presence, on the property would be regulated by applicable state or federal law.

#### Other Provisions

4. The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:

None

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

**Lessor: CITY OF DILLINGHAM**

**Lessee: \_\_\_\_\_**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Subject:** Adopt Electronic Communications System Policy

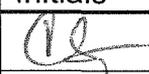
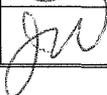
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Agenda of: June 27, 2013

Council Action:
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Manager: Recommend approval.

City Manager: Rose Loera  
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade		
X	City Clerk / Janice Williams		

**Fiscal Note:** Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Attachment(s):**

- Copy of Electronic Communications System Policy

**Summary Statement.**

The proposed Electronic Communications System Policy was drafted by the City's Attorney upon request by management. This is a city-wide policy.

All City Employees will be required to sign an Acknowledgement Form affirming they have read and understand the City's Electronic Communications System Policy. A copy of the signed form will be kept in the employee's personnel file.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on June 27, 2013.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

## POLICIES AND PROCEDURES

<b>Title</b>	ELECTRONIC COMMUNICATIONS SYSTEM POLICY	<b>Reference</b>	Personnel Regulations 10.65 Personal Business
<b>Policy No.</b>	01-13	<b>Recommended</b>	City Manager Loera
<b>Effective</b>	June 27, 2013	<b>Issued By</b>	Mayor Alice Ruby

### I. PURPOSE

The City of Dillingham’s electronic communications system is intended to increase employee productivity in the conduct of their official duties. Tools such as computers, telephones, electronic mail and the Internet can help employees more effectively acquire, disseminate and utilize information, which makes the City function more efficiently. In the course of employment with the City of Dillingham, employees have access to electronic communications systems provided by the City. Both the hardware and software of such systems are the property of the City and are provided for the benefit of the City in order to ensure that the business of the City is conducted as efficiently as possible.

### II. POLICY

#### A. No Privacy Interests

Employees have no privacy interests in the use of electronic communications. Instead, such items are provided for use in work-related transactions or work-related communications for or on behalf of the City.

#### B. Incidental Personal Use

While such items are provided for the conduct of City business, it is understood that they may also be used occasionally for personal use. Incidental personal use is not prohibited, so long as it does not interfere with employees’ performance of their job responsibilities.

1. **Incidental personal use** means a use which does not interfere with any employee’s job activities, including activities which might pose a conflict of interest or appearance of fairness problem with the individual’s employment with the City, and which is incidental, occasional and of short duration, and is done on the employee’s personal time, meaning time off duty, on an unpaid lunch break, or while on standby. Any incidental personal use of the City’s electronic communications system, including, but not limited to, use of e-mail on the City’s equipment, is also subject to this computer use policy.



## POLICIES AND PROCEDURES

2. Any questions regarding what constitutes incidental personal use should be directed to the employee's supervisor. The City Manager shall be the final authority in determining what constitutes incidental personal use. Attached to this policy are examples of illegal uses and the principles of acceptable and unacceptable use.

### C. Communications Are Not Private

Communications using the City's computers or electronic communications system are **NOT** private. These communications may be monitored, recorded, deleted or downloaded for review for the legitimate business purposes of the City. These communications may be considered public records and be subject to disclosure to the public under Alaska's public records law. Employees should **NOT** use any of the City's electronic communications system or its information system for communications or activities the employee intends to be private. All communications using these systems—whether retained in electronic form or in "hard copy"—remain the property of the City.

### D. City Forbids Illegal Activity on City-Owned Computers

Downloading or copying audio or video files, e.g. MP3, without legal right constitutes theft of intellectual property. The City forbids illegal activity on City-owned computers. Unnecessary files will be deleted from disk drives if the volume of files hampers system performance. Use of media sharing sites, is never considered work-related and is therefore prohibited.

### E. Software Purchases

All additional software must be preapproved by the City Manager and installed by IT support staff. Only software properly licensed to the City of Dillingham is authorized. Games are never authorized to be installed. The City may remove unauthorized software at any time without notice.

### F. Social networking and public "posting" of information:

1. The City and/or its Departments may determine that it is in the public interest to use social networking sites (such as Facebook, MySpace, LinkedIn, Twitter, etc.) to consolidate and disseminate information to the public in an efficient manner. Use of social networks in this manner is considered work-related as long as the content is posted or approved in accordance with this policy.

2. The City has an official Facebook account. All departments must use this site for disseminating information to the public. This site doesn't allow the public to post or comment.

3. The City Clerk or designee and/or City Manager are the only City employees authorized to post content on social network venues on behalf of the City.



## POLICIES AND PROCEDURES

These individuals may appoint other employees to post content. Individuals may only post content that has been approved for public dissemination and is within those individuals' areas of expertise and role.

4. The City must either own or have a valid written permission to use the content, including images, videos, sound records, etc., posted to its social media sites.

5. If at some point the City determines its Facebook page will be used for more than public announcements, any City account or online forum where the public may also comment or "post" information must include a disclaimer which states the opinions expressed are strictly the poster's own and not necessarily those of the City.

Each Department head or his or her designee should be responsible for and monitor the online content of any such accounts.

6. City employees should not post or distribute information using their City email addresses or titles unless such information has been approved by the Department head or his or her designee.

7. The use of social networking sites for all other purposes is not considered work-related. Such activity is therefore subject to the "incidental use" restriction contained in Paragraph 3. This includes an employee's use of a personal Facebook and other network accounts, as well as browsing such networks for personal or non-City business reasons. Excessive use of social networking in this manner can hamper the City computer network, be disruptive in the workplace, and is strictly prohibited. Individuals who use such networks excessively will be denied all access to these networks during business hours.

8. Employee Responsibility. Employees are strongly encouraged to NOT get into debates regarding any City employees or information on their personal time.

### G. Application of Policy

This policy applies to all forms of electronic communications including, but not limited to Internet browsing, use of social network sites, and communications by electronic mail, fax, or other electronic means.

### H. Violation of Policy

Employees who violate this policy or who use City computers or the City's electronic communications system for improper purposes shall be subject to discipline, up to and including termination.

### I. Records Retention Schedule



## **POLICIES AND PROCEDURES**

City records retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the Department maintaining a site shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible.

### **III. Application**

This policy applies to all City employees.

### **IV. PROCEDURES**

All employees are required to read and sign an Acknowledgement Form. A copy of the signed form will be kept in the employee's personnel file.

## **POLICIES AND PROCEDURES**

### **ATTACHMENT TO CITY OF DILLINGHAM ELECTRONIC COMMUNICATIONS POLICY**

These following examples are being provided for illustrative purposes. This document does not include a listing of all unacceptable uses of the City's electronic communications system, but is intended to help guide employees in their use of the City's electronic communications system. Just as there are additional acceptable uses of the City's electronic communications system, there are additional unacceptable uses of the system, which, if utilized, would subject the employee to discipline up to, and including termination. Any questions about what is considered acceptable uses of the system shall be directed to the employee's supervisor or Human Resources.

#### **PRINCIPLES OF ACCEPTABLE USE**

- Research and gathering of information directly related to a job assignment;
- Providing appropriate information to citizen inquiries;
- Using the Internet for reasons personal to the user during their non-paid lunch hour subject to the restrictions in the City's Internet Use Policy
- Participating in newsgroups or bulletin boards directly related to your job duties.

#### **PRINCIPLES OF UNACCEPTABLE USE**

##### Unreasonable Personal Use:

- Activities unrelated to official assignments or job duties, except for incidental personal use as defined in the City policies or as otherwise described;
- Downloading files, programs or system components for reasons other than business use;
- Accessing sites that promote illegal activity, copyright violation, or activity that violates the City's ethical standards.
- Using a City e-mail address when posting to public forums, e.g. blogs, social media sites, wikis and discussion lists for personal use;
- Excessive use of online shopping,
- Excessive use of social networking sites for personal use;
- Excessive use of streaming media for entertainment during work hours;
- Creating and/or forwarding repetitive e-mail messages or unsolicited messages (sometimes referred to as Spam or mail bombs);
- Seeking unauthorized access to other computers or websites;
- Political campaigning or activities
- Private advertising of products or services meant to foster personal gain;
- Accessing inappropriate sites including adult content, online gambling, and dating services;
- Using telephone to make harassing phone calls;
- On-duty use of games or listening to web-based radio stations;



## POLICIES AND PROCEDURES

### Illegal Use or Purposes:

- Transmitting or intentionally accessing threatening, obscene or harassing material;
- Promoting, fostering or perpetuating discrimination on the basis of race, creed, color, age, religion, gender, marital status, sexual orientation, status with regard to public assistance, national origin, or physical and/or mental disability;
- Sending messages that contain any kind of sexually explicit remarks, material or attached documents or which may be a violation of the City's policy against sexual harassment;
- Copying or transmitting any documents, images, software or other information protected by a copyright owned by someone other than the City;
- Hacking into someone else's computer, whether or not that computer is on the City's network;
- Copying any City-licensed computer software for personal use unless specifically authorized to do so.



## POLICIES AND PROCEDURES

### ELECTRONIC COMMUNICATIONS SYSTEMS POLICY

#### ACKNOWLEDGEMENT FORM

As an employee of the City of Dillingham, I, \_\_\_\_\_, recognize and understand the City of Dillingham's electronic communications systems are to be used for conducting the City's business.

I am aware that the City has the right to review, audit, access, and disclose all matters on the City's electronic communications system, with or without employee notice, and that such access may occur during or after working hours. I am aware that the use of City-provided passwords or codes does not restrict the City's right to access electronic communications. By using the City's electronic communications system, I consent that the City may, at its discretion, inspect, use, delete or disclose any electronic communications and/or data without further notice for any legitimate business, legal, or disciplinary purpose and may disclose or disseminate such messages or communications to appropriate third parties.

I am aware that violations of this policy may subject me to disciplinary actions, up to and including termination.

I am aware that the City may revise or change this policy at any time, and that it is my responsibility to remain familiar with the most current policies in effect at any time.

The City's policy regarding electronic communications systems use is on file in the main office of each City department and Human Resources and has been presented to me with this form.

I affirm that I have read and understand the City's Electronic Communications System Policy and this acknowledgement form.

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Employee Signature

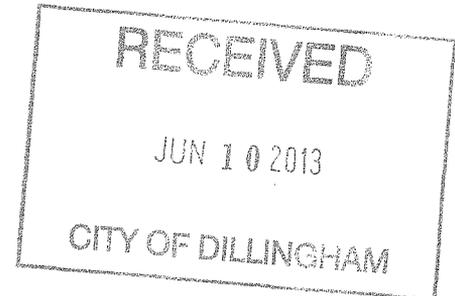
\_\_\_\_\_  
Date Signed

STATE CAPITOL  
P.O. Box 110001  
Juneau, AK 99811-0001  
907-465-3500  
fax: 907-465-3532



550 West Seventh Avenue, Suite 1700  
Anchorage, AK 99501  
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Governor@Alaska.Gov

Governor Sean Parnell  
STATE OF ALASKA



June 5, 2013

The Honorable Alice Ruby  
Mayor  
City of Dillingham  
P.O. Box 889  
Dillingham, AK 99999

Dear Mayor Ruby,

Thank you for your correspondence regarding funding for your community priorities. Your advocacy for projects in your area is an important part of the budget process. The budget I signed on May 21 includes funding for several important community requests including education, revenue sharing, roads, and water and sewer projects.

Enclosed is a list of projects for communities in House District 36 and Southwest Areawide (36-37).

Again, thank you for taking the time to write, share your views, and for your participation in this public process.

Best regards,

A handwritten signature in black ink that reads "Sean Parnell".

Sean Parnell  
Governor

Enclosure

Dillingham/Illiamna (HD 36) Only

Impact House District Detail

HD Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
<b>Dillingham/Illiamna (HD 36)</b>						
Commerce	Atmautluak - Public Safety Vehicles and Equipment	114,680	0	0	0	114,680
Commerce	Atmautluak Traditional Council - Atmautluak Washeteria Heat Recovery Project	0	350,000	0	0	350,000
Commerce	Dillingham - E911 Critical System Upgrades	200,000	0	0	0	200,000
Commerce	Dillingham - Landfill Regulatory Compliance Improvements	1,900,000	0	0	0	1,900,000
M&VA	Dillingham - Readiness Center	500,000	0	0	0	500,000
Trans	Dillingham - Sea Plane Base Master Plan	0	0	0	125,000	125,000
E&ED	Holy Cross K-12 School Roof Replacement	287,873	0	0	0	287,873
Trans	Illiamna - Nondalton Road Completion	0	0	0	6,000,000	6,000,000
Commerce	INN Electric Cooperative, Inc. - Tazimina Hydroelectric Project Capacity Increase	0	160,000	0	0	160,000
Trans	King Salmon - Runway Pavement Reconstruction	0	0	0	4,000,000	4,000,000
Trans	King Salmon - Sand and Chemical Storage Building	0	0	0	1,500,000	1,500,000
Commerce	Kokhanok Electric - High-penetration Wind Energy Project	0	185,000	0	0	185,000
Commerce	Kwethluk - Aerial Photograghy Mapping	23,435	0	0	0	23,435
E&ED	Kwethluk K-12 Replacement School Design, Planning, Foundation	0	25,008,100	0	0	25,008,100
Commerce	Levelock - VPSO & Health Aide Housing	50,000	0	0	0	50,000
M&VA	Manokotak Armory Deferred Maintenance	0	0	0	150,000	150,000
Commerce	Napaskiak - Replacement Generators	200,000	0	0	0	200,000
Commerce	Native Village of Nunapitchuk - Machine Shop	150,000	0	0	0	150,000
Commerce	Newhalen - Purchase Backhoe/Loader	60,000	0	0	0	60,000
E&ED	Nightmute School Renovation/Addition	0	32,965,301	0	0	32,965,301
Commerce	Pedro Bay Village Council - Knutson Creek Hydroelectric Project Design and Permitting	0	290,000	0	0	290,000
Commerce	Port Alsworth - Fire Hall Completion	50,000	0	0	0	50,000
Commerce	Port Graham - Search & Rescue Equipment	110,000	0	0	0	110,000
Commerce	Safe & Fear-Free Environment, Inc. - Facility Repairs & Upgrades	42,500	0	0	0	42,500
Commerce	Southwest Region School District - New Stuyahok Heat Recovery	0	486,000	0	0	486,000
E&ED	Tununak K-12 School Major Maintenance	727,938	0	0	0	727,938
<b>Dillingham/Illiamna (HD 36) total:</b>		<b>4,416,426</b>	<b>59,444,401</b>	<b>0</b>	<b>11,775,000</b>	<b>75,635,827</b>
<b>Report total:</b>		<b>4,416,426</b>	<b>59,444,401</b>	<b>0</b>	<b>11,775,000</b>	<b>75,635,827</b>

Southwest Region (HD 36-37) Only

Impact House District Detail

HD	Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
<b>Southwest Region (HD 36-37)</b>							
	Commerce	Tundra Women's Coalition - Sewer Line	35,000	0	0	0	35,000
<b>Southwest Region (HD 36-37) total:</b>			<b>35,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,000</b>
<b>Report total:</b>			<b>35,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,000</b>

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**MEETING AGENDA**  
**5:30 P.M. / COUNCIL CHAMBERS**  
**Information Only**

- I. **CALL TO ORDER** 5:35 PM
- II. **ROLL CALL** Paul Liedberg, Jennifer Gardiner,
- III. **APPROVAL OF AGENDA**
- IV. **APPROVAL OF MINUTES (Provided at meeting)** Tabled until June
- V. **Member Reports**
  - a. **Jennifer Gardiner** – The facebook page is up and available. Many requests about updating the Parks and Rec. Google calendar will discuss at future meeting.
  - b. **Paul Liedberg** – Would like to see the Walk/Bike to work be sponsored by Parks and Rec.
- VI. **Funding Applications**
  - a. **Fundraising**
  - b. **Grant Opportunities** None at this time
- VII. **UNFINISHED BUSINESS**
  - a. **Facebook Page** - The facebook page has been setup for use. Anyone who would like to add items or photos can email me for the passcode. The name is DLGParksandRec.
  - b. **Fun Runs** - A schedule for each month has been made for the Summer fun runs. Looking at doing 5K or 10K. Walk/Bike to work will be the first to start the summer. Will bring the schedule to the next meeting.**Walk/Bike to Work** – Many people are asking for this to happen. The city put it on prior. Jennifer will look at getting volunteers and stations set up.
- VIII. **NEW BUSINESS** – None at this time
- IX. **PUBLIC COMMENT/COMMITTEE COMMENTS** – None at this time
- X. **ADJOURNMENT/TIME OF NEXT MEETING** Adjourned at 6:07 pm; Next meeting June 4 at 5:30 pm

Planning Commissioners

Terry Hoefflerle, Seat A, Deputy Chair  
Paul Liedberg, Seat B  
Bill Rodawalt, Seat C, Chair



Rachel Muir, Seat D  
Andy Anderson, Seat E  
Julie Baltar, Seat F  
Izetta Chambers, Seat G

**REGULAR MEETING MINUTES  
May 21, 2013**

**I. CALL TO ORDER**

Terry Hoefflerle, Deputy Chair, called the regular meeting of the Dillingham Planning Commission to order at 5:34 p.m in the City Council Chambers.

**II. ROLL CALL (quorum is 4)**

Members present:

Terry Hoefflerle  
Andy Anderson  
Paul Liedberg, Seat B  
Julie Baltar, Seat F

Members Absent

Rachel Muir (excused)  
Bill Rodawalt, Chair, (excused)  
Izetta Chambers, Seat G

Staff in Attendance:

Jody Seitz, City Planner, Acting Commission Clerk

Guests:

Ken Reiswig, Delta Western  
Jim Jones, UAF BB Campus – left the meeting prior to the Public Hearing for UAF Science Center Plat

**IV. APPROVAL OF MINUTES**

MOTION: Paul Liedberg moved and Andy Anderson seconded the motion to approve the minutes of April 16, 2013

DISCUSSION: Julie Baltar corrected a typo on page 4 "talke".

ACTION: Unanimous approval.

**V. APPROVAL OF THE AGENDA**

MOTION: Paul Liedberg moved to approve and Julie Baltar seconded the motion to approve the agenda.

ACTION: Unanimous approval.

**IV. COMMUNICATIONS**

A. Public Comment

- Planner's Report – Planner Seitz reviewed her report.
- Planner reports concerns from citizens over cemeteries:
- Discussed that it would require a survey
- That it could be political because people will want plots next to their loved ones.
- Planner mentions that she has received a complaint from a citizen about a burned down building next door to their home and that it is a blight on the neighborhood and detracts from her attempts to sell her property.
- Planner handed out her notes from the subdivision access committee

B. Citizen Comments – none.

## VI. PUBLIC HEARINGS

A. Delta Western Lease Lot

- Planner Seitz presented background information about the Lease lot and proposal for the oil spill containment facility and described the plat and uses of the neighboring lots.
- Requested hearing from the public about the plat.
- Ken Reiswig of Delta Western reviewed the report the company received from the EPA inspection last summer. They do not have enough secondary containment for their fuel tanks, of which there are 11. The options are to increase the size volume of the secondary containment. Could raise the wall around what they have by about 2 feet and accomplish the same thing But there is a lot of pipes that go over the wall and there would be a lot of interruptions in service.
- This would do the least amount to their operation and is probably the most cost effective for Delta Western.
- The use of the lease area appears to be minimal...for scraps of sheet pile and lumber.
- Describes the existing retaining wall...western edge of the proposed lot.
- They were short 27,840 ft<sup>3</sup> – enough to hold the vol of the largest tank to handle the highest normal rainfall you'd get and keep it within the retaining walls.
- Need additional 30,000 ft<sup>3</sup>.
- The wall goes around the whole tank farm – shows a picture.
- The alternatives are to raise the wall or decommission some tanks. That would give them less volume and hurts the operation. Raising the wall would cost considerable amount of money.
- Amount of land between the proposed lease area and the city dock. Hard to tell with the plat but not a zero lot line.
- Chair says planning commission still needs to hear from public safety, port and public works.

- Note that these reviews are in the Staff Report
- Plat should show more of where the measurements are being taken from.
- The symbol for property lines to be vacated is not distinguished well from other features like easements.
- Discussion about scale of map and measurements not corresponding to the scale. Also that it doesn't conform to either 50' to the inch or 100' to the inch.
- Question about compatibility with or competing uses for the area.
- Question about whether comprehensive plan has been consulted and waterfront plan section of that.
- That there are citizens who would like to use some of the area of USS 2541 as a park or green space or for parking.
- Commented that the area lends itself to industrial uses.
- Noted that the Curyung Tribe had plans for a processing plant on the City All Tide Dock.
- Mentioned that the Curyung Tribe's processing plant was not planned for this area.
- Discussed that the use of the area for this purpose would not impinge on port activities current or planned.
- The wall will be 12 feet at the beach and 7-8 feet tall at the north end of the wall.
- Requests that someone make a determination about what is the highest and best use of that ground.
- Planner mentioned that there was an extensive public advertising about the plat.
- Two actions here – one is approving the plat so that a disposal can be considered. The other is approving the lease and the Planning Commission can weigh in, but it is the City Council's determination.
- Would like to see a statement on this that the Planning Commission did not vet this proposal for highest and best land use and that that discussion was deferred to the City Council. Otherwise someone on the city council may think that someone else has done that.
- Agrees that this should be done.
- Points out that there is a finding required by code that the land is no longer needed for a public purpose which the city council must make prior to disposing of land and the city council process is a two meeting process.

MOTION: Paul Liedberg moved and Julie Baltar seconded the motion that the hearing for the Delta Western portion of Public Hearings close.

ACTION: Chair Terry Hoefflerle called for objections. No objection.

MOTION: Paul Liedberg moved and Andy Anderson seconded the motion to suspend the rules to take up Resolution 2013-08 Approving the Delta Western Lease Lot Preliminary Plat.

DISCUSSION:

- Notes that the Planning Commission did not mention the highest and best use of

- the land, or consistency with the Comprehensive Plan
- Agrees that it is industrial property, however, cherishes every access to water, and the viewshed. Is supportive of this because of it being in an industrial area and it is needed by a company. It also does not block the viewshed.
- Notes that there has been no formal proposal from the Tribe for use of the Port land for their processing plant. Would hope they would voice concerns.
- Asks if there should be an easement along the water line.
- Commented that it is already City land
- Noted that if City wants to keep viewshed it might want to put that in the code.
- Asked if the land use on the new lease lot would be restricted
- Observed that a plat note to that effect could be added to the plat, ie. This area is strictly for the purpose of oil spill containment.

ACTION: Added two points to Resolution 2-13-08

9. *Clearly define the beginning and ending points of measurements.*
10. *Change the symbology of easements and property lines to be more distinctive from each other.*

ACTION: Andy Anderson moved the previous question.  
*Reporter's Note: There was no second.*

CHAIR called for the vote: Unanimous consent.

B. Crystal Subdivision Public Hearing

There were no citizens to testify at the public hearing for Crystal Subdivision Preliminary Plat.

MOTION: Paul Liedberg moved and Julie Baltar seconded the motion to close the Public Hearing for Crystal Subdivision Preliminary Plat

ACTION: Chair Hoefflerle called for unanimous consent. So approved.

*Recorder's Note: There was no motion to suspend the rules.*

MOTION: Paul Liedberg moved and Andy Anderson seconded the motion to approve Resolution 2013-09 Approving Crystal Subdivision Preliminary Plat.

DISCUSSION:

- Charlee Rood is platted as both a right of way and as a long lot that ends in a temporary turnaround.
- The Dillingham code only provides for cul-de-sacs.
- Cul-de-sacs, by DMC 17.19.060 F in areas served by on-site water and sewer systems are limited to 1300 feet.

- The subdivider must either submit a request for a Variance to this part of the code, or must end the road at 1300 feet.
- The road is proposed to be 1913.43 feet long.
- Discussed that the terrain leaves no good options for subdivision design which would allow the subdivider to divide his property with useable lots and meet the road length requirement.
- Directed Planner to discuss easement between 29I1 and 29J1 with Nushagak and owner.

MOTION: Paul Liedberg moved and Julie Baltar seconded the motion to table Resolution 2013-09 until the next meeting, June 18, 2013.

ACTION: Chair Hoefflerle called for unanimous consent. So approved.

C. UAF Science Center

There were no citizens to testify at the public hearing for the UAF Applied Science Center final plat.

MOTION: Andy Anderson moved and Julie Baltar seconded the motion to table Resolution 2013-10 Approving Science Center Subdivision Final Plat until the next Planning Commission regular meeting, June 18, 2013.

**VII. UNFINISHED BUSINESS**

- A. Subdivision Access Committee: Terry Hoefflerle reported on the subdivision access committee meeting wrap up, stating the commission recommended approving private access easements with the following conditions: 1) Provide 50 foot easements; those subdivisions with one to 6 houses would have to have 8 foot improved surface; those subdivisions with 7 to 10 houses would have to have 14 foot improved surface. 2) Remove the qualification for all parcels to be gift deeded in DMC 17.07.090 Exception to road standards. 3) Amend 17.07.100 B 20 to state that access to adjacent parcels be required only in certain circumstances, when it is necessary for a public purpose

**DISCUSSION:**

- Commented that he felt the recommendations were good and that the community and landowners will benefit. He suggested that the commission try to act in advance, might cause the public to be more dispassionate.
- Stated it will still take some work to make sure the recommended revisions are properly written.
- Questioned whether public safety had been consulted.
- Did not want to see variances requested on the width of the subdivision roads improved surface.
- Wants to explore some things more in a dispassionate venue to be able to examine the pros and cons for the city and landowners.
- Consider public works, public safety and other entities
- We need the discussion of 50 years down the road, community planning.
- Wanted to make sure Nushagak was in the discussion.
- Requested that at the next meeting the Planning Commission outline the agenda for

- what information it wants to consider and how we want to proceed. Wants to make sure whatever is sent to the code committee is well vetted.
- That there is a lot to consider in the width of a road, culverts, shoulders, compaction, and simply saying how wide the improved surface needs to be is not enough

B. Paul Liedberg reported on the Knik gravel pit. The City Council members heard enough complaints that they charged the Planning Commission with several issues: to find out what the city needs to do to address these concerns or does the state or another entity have authority to do that. There are a few things that have some oversight.

- 1) Reclamation plans – are required for every new one established after 1991, by state law but the Alaska Department of Natural Resources doesn't have enforcement authority. It relies on the local municipality to have something in place holding them to this.
- 2) There is nothing in City code or state law regarding clearing the vegetation from the sides of the road or the extended hours of operation.
- 3) Regarding impacts to the water table because it appears there is a small section where they are into the water table: ADEC regulates water quality and ADNR regulates water quantity. Although excavation below the water table is not recommended, there is no state standard developing gravel pits on private land regarding water quantity so they can do that without any oversight. The guy at ADNR doesn't recommend it due to the potential for contaminants getting into the water table.

Knik hadn't yet applied for its air quality permit from ADEC; They are required to apply for a water quality (stormwater) permit. They have applied for the water quality permit. It is also required to have a stormwater pollution prevention plan.

- Stated that the reclamation plan is the biggest thing for him. And the city could have something regarding vegetation. There is a noise ordinance, but in this case the City Manager did not feel it was practical to try to measure the noise problem.
- ADOT told him that because it is a private pit, they have no authority on how it is run.
- Julie Baltar stated that would check into whether federal money is contained within the project funding for the projects the Knik pit will serve.
- City can get copies of their permits and plans to see what they are supposed to be doing.

## VII. PUBLIC COMMENTS/COMMITTEE COMMENTS

Paul Liedberg requested to know if this was Terry Hoefflerle's last meeting and thanked him for his service and participation on the commission.

Terry Hoefflerle replied that it is his last meeting. That it had been an enjoyable way to spend his Tuesday evenings.

Andy Anderson – no comments.

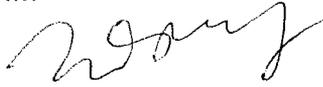
Julie Baltar commented that she appreciated the Planning Commission training and the emphasis on what's in the best interest of the larger community. "It makes me think probably we need to go forward and take a closer look at some of the codes and make recommendations to the Code Committee. It is a lot of work.

Terry Hoefflerle wishes the commission well.

## VIII. ADJOURNMENT

MOTION: Paul Liedberg makes a motion to adjourn.

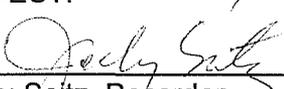
ACTION: Unanimous consent. 8:23 p.m



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Bill Rodawalt, Chair

ATTEST:



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Jody Seitz, Recorder

Planning Commissioners

Terry Hoefflerle, Seat A, Deputy Chair  
Paul Liedberg, Seat B  
Bill Rodawalt, Seat C, Chair



Rachel Muir, Seat D  
Andy Anderson, Seat E  
Julie Baltar, Seat F  
Izetta Chambers, Seat G

**REGULAR MEETING MINUTES  
April 16, 2013**

**I. CALL TO ORDER**

Bill Rodawalt Chair, called the regular meeting of the Dillingham Planning Commission to order at 5:40 p.m in the City Council Chambers.

**II. ROLL CALL (quorum is 4)**

Members present:

Bill Rodawalt, Chair, Seat C  
Paul Liedberg, Seat B  
Julie Baltar, Seat F  
Izetta Chambers, Seat G

Members Absent

Rachel Muir (excused)  
Andy Anderson (excused)  
Terry Hoefflerle (excused)

Staff in Attendance:

Jody Seitz, City Planner, Acting Commission Clerk

**IV. APPROVAL OF MINUTES**

**MOTION:** Paul Liedberg moved and Izetta Chambers seconded the motion to approve the minutes of March 19, 2013.

**DISCUSSION:** Page 6 of 6 Item 7 – Paul Liedberg noted two bills....should read "Wood Tikchik State Park"...

**ACTION:** Bill Rodawalt called the question to approve the minutes as amended.  
*Clerk's Note: No second for the question.*

**ACTION:** Unanimous approval.

**MOTION:** Paul Liedberg moved and Izetta Chambers seconded the motion to approve the amendments to the minutes of January 15, 2013.

**ACTION:** Unanimous approval.

**V. APPROVAL OF THE AGENDA**

**MOTION:** Paul Liedberg moved to approve and Izetta Chambers seconded the motion to approve the agenda.

- Commissioner Baltar – a comment from the SAC was that private roads might reduce the City's liability
  - Should query the City Attorney about the liability risk for the subdivider should they not maintain the roads the way the City needs them to be maintained.

Discussion:

- That's a subdivision in restricted status where the city would not be garnering taxes yet maintaining if constructed to City standards.
- Discussion about liability risk for private citizens if City can't get in;
- Not yet there as far as private access easements, still has questions
- Not sure what City's liability is if city roads aren't maintained or if road differs from the design ordinance
- Tribe has tort protection from the federal govt if they own the road
- Hopes that subdivision access committee isn't holding up development of subdivisions people want approved
- Committee sunsets May 1
- Commission decided against denying the subdivision (Tuntuvak) in favor of tabling the subdivision
- Noted that instead of "tabling" the subdivision it should have been postponed.
- That the commission is holding up a subdivision (Tuntuvak) but may not be able to avoid that.
- That the result of the committee process might end up a better solution to that subdivision
- That the subdivider has found another alternative to subdividing at the moment
- Others want the changes to the subdivision code so committee is furthering the process

B. Planning Commission Training

Discussion:

- Need Robert's Rules of Order training
- Would like to know resources for researching issues
- What are the benefits of zoning
- How to regulate gravel Pits
- Implementing the Comprehensive Plan
- PC/CC Roles/how can PC better serve the Council
- Comprehensive Plan/Waterfront Plan - use of the All Tide Dock for the Fish Processing Plant
- How other Cities are coordinating between City Council and Planning Commission or Zoning commission
- Responsibility for community planning – looking out for the best interests of the city, looking for community interests as a whole, as a city. This might help us when that issue (access for private parcels) comes before the planning commission

Do we want to have a subcommittee do that? Should that go to the City council?

- In context of FEMA funding and opportunities, probably yes.

Motion dies for lack of a second.

- Needs to be brought to the City Council. who is the appropriate party to bring this to the council?
- If you don't have a mitigation plan and you have an emergency, you don't get funding.
- Not sure it affects the disaster relief money. Think that's more affected by the Floodplain program. Need to double check.
- Does Planning Commission have jurisdiction in this area?
- We're not just risking funds. We're risking lives. If we have an outdated plan that doesn't consider community current needs....i think there's a lot more than money at risk.
- I think a recommendation to the city council to establish a committee or subcommittee to work on it would be in order...
- How about a recommendation to the city manager to figure out how to present it and how to address it?

MOTION: Paul Liedberg moves and Julie Baltar seconds to officially notify the City Manager that the HM is outdated and consider ways to update it.

ACTION: Unanimous consent.

## VII. PUBLIC COMMENTS/COMMITTEE COMMENTS

Paul Liedberg – spoke to a proposed change in City ordinances which would change the approval of Vacations from having the City Council refusing to veto a Vacation approved by the Planning Commission versus actively approving it.

Julie Baltar – None.

Izetta Chambers – mentioned Terry Johnson's climate change adaptation toolkit.

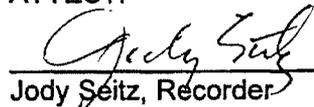
Bill Rodawalt – no comment.

## VIII. ADJOURNMENT 6:35 p.m.



Bill Rodawalt, Chair

ATTEST:

  
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Jody Seitz, Recorder

Planning Commissioners

Terry Hoefflerle, Seat A, Deputy Chair  
Paul Liedberg, Seat B  
Bill Rodawalt, Seat C, Chair



Rachel Muir, Seat D  
Andy Anderson, Seat E  
Julie Baltar, Seat F  
Izetta Chambers, Seat G

**REGULAR MEETING MINUTES  
March 19, 2013**

**I. CALL TO ORDER**

The regular meeting of the Planning Commission was held on March 19, 2013, at the Dillingham City Council Chambers, Dillingham, Alaska. Bill Rodawalt Chair, called the meeting to order at 5:38 p.m.

**II. ROLL CALL (quorum is 4)**

Members present:

Terry Hoefflerle, Deputy Chair, Seat A  
Bill Rodawalt, Chair, Seat C  
Andy Anderson, Seat E,  
Paul Liedberg, Seat B  
Julie Baltar, Seat F, on teleconference

Members Absent:

Rachel Muir, Seat D, excused  
Izetta Chambers, Seat G, excused

Staff in Attendance:

Jody Seitz, City Planner, Acting Commission Clerk

Guests: Attorney Patrick Munson

**IV. APPROVAL OF MINUTES OF JANUARY 15, 2013.**

**MOTION:** Paul Liedberg moved and Terry Hoefflerle seconded the motion to approve the minutes of January 15, 2013.

**Discussion:** The minutes were recorded, but through a technical malfunction, recorded no audio. The Planner was able to reconstruct the essential components of the meeting, and asked the commissioners for their input after perusing their own notes from that evening.

Discussion about the guests at the meeting of 1/15/2013: Robin Samuelsen, Robert Heyano, Carrie Pleier and one other.

Chair asked for direction in this situation: Thoefflerle recommended adopting them with a note that the recording of minutes was unavailable. Hoefflerle moved

to amend the minutes saying the audio was lost or unavailable and to the best of our recollection the following guests were present and if any of them wish to append their notes to the meeting they can. Amending the amendment to include J. Baltar's notes about the amendments to resolution 2013-04.

- ACTION: Unanimous approval to pass the above amendments to the amendment.  
ACTION: Unanimous approval to pass the amendment to the minutes as stated above.  
ACTION: Unanimous approval of the minutes as amended.

## V. APPROVAL OF THE AGENDA

- 1) Planner Seitz requested adding Schedule Date for Planning Commission Training as item C under New Business.
- 2) Terry Hoefflerle requested to amend the agenda to add Bristol Bay Area plan Revision as item D under New Business

ACTION: unanimous approval.

## IV. COMMUNICATIONS

### A. Public Comment

- Planner reports receiving several comments since the last meeting requesting a separated multi-use path be continued from Kanakanak Road where it ends east of the Lake Road intersection, to Kanakanak Hospital.
- Suggests keeping those people in mind when coming up with a committee for a walking plan.
- Reports that there was a lot of discussion about doing a plan years ago.

Discussion about the construction of walkways paid for by the state in conjunction with ADOT projects.

- That walkways were once part of the TRAACK program which is no longer funded.
- Suggests applying for a CAPSIS project (legislative grant).
- Approach Curyung Tribe about funding a project to be done with ADOT projects.
- Mentioned there will be some pedestrian amenities funded as part of the ADOT project in summer of 2013.

### B. Planner's Report

Mentioned that the Neighborhood Initiative grant may not be funded in 2014.

Question about the individual who contacted the Planning Department about another proposed subdivided lot on the same parcel as Tuntuvak Subdivision.

The individual did not know about the Tuntuvak subdivision and was concerned about and opposed to the requirement for a public right of way to provide access to Wood River.

C. Citizen Comments – no guests present.

## **VI. PUBLIC HEARINGS – None.**

## **VII. UNFINISHED BUSINESS**

Resolution 2013-04 –

*Note: This discussion took place without an amendment to the agenda.*

Discussion about the resolution as amended, substituting the wording “unique landownership patterns in the community” for “Native Allotments”, encompassing unique private properties.

Commission to take up remainder of discussion of this resolution under Commissioner Comments.

A. Resolution 2013-07- Encroachment Permit for Lot 6 USS 2732 fence and roof

MOTION: *there was no motion prior to discussion of Resolution 2013-07*

Planner gave synopsis of the issues with the fence and roof for Attorney Patrick Munson, who joined the meeting (6:00 p.m.)

Attorney Patrick Munson:

- City just needs to be able to get to the easement.
- The easement looks too small.
- The City does potentially have liability for damage outside the easement.
- Could end up trespassing, has its own liability.
- Attorney approves indemnity clause in Resolution 2013-07, as a way to get around the issue of the easement size.
- Unless the landowner wants to convey another easement, the City should not consider going through the yard in other places.
- Set up the plat approval as conditional on landowner consenting to the terms that are agreeable to both. Execute the easement with the plat approval.
- Easement has to be negotiated and granted by the landowner to the city.

Discussion about the size of the easement possible and the encroachment permit exchange. City gives encroachment permit and landowner holds the City harmless for any damage to the roof or yard. Also that temporary construction easements would allow the City to work outside its own easement, but that they are negotiated at the time of the construction, not put on plats.

Attorney Munson:

- The hold harmless clause would be in the easement and would run with the land.
- Will be a significant burden on the property.
- Owners will likely try to back out. It could be problematic to enforce this type of indemnification against the landowner. Would be better to get a big easement, but may not be possible.
- 14 foot easement with indemnification could work.

Discussion about the Planning Commission's obligation to protect both the City and yet not hurt the landowner's ability to sell his property.

- that PC should protect the landowners serviced by the sewer line and manhole.
- That what is proposed is not overkill. City already has an easement that is too small, were unsuccessful in getting a larger easement. Needs to be clearly stated for everyone to see.
- PC has responsibility to look out for the City's interest as well as other property owners serviced by the sewer line.
- Notes that the landowner built his roof into the sewer line easement, contrary to his approved land use permit.

MOTION: Paul Liedberg moves to amend the Resolution 2013-07 as follows:

"WHEREAS the homeowner of Lot 6 agrees to hold the city harmless for any damage to their yard, roof or fence due to the City's necessary access of the easement sewer line or manhole for repairs."

SECOND: Terry Hoefflerle seconds the motion and proposes the following friendly amendment to the amendment. Commissioner Liedberg agrees

That the above WHEREAS becomes the THEREFORE clause in the resolution.

Discussion about involving the landowner and getting his approval for this change to the resolution.

- Landowner has not attended any of the three previous meetings and desires to move the issue along.
- Attorney questions whether the commission should move this along without the landowner's involvement.
- Notes again that landowner has not attended any of 3 previous meetings on this subject.
- Questions attorney whether the proposed resolution is minimum to protect the city and let the landowner sell his property
- Attorney says the proposed resolution on the encroachment permit is adequate to allow the landowner to sell his property and provide the City gets an indemnity for overstepping its bounds when using the easement. Access issue doesn't really encompass the potentially divergent views of the city and landowner.
- Expresses frustration about having so many meetings and would like to move this forward so the landowner can sell his land, but he has not come to any meetings.
- If city is held harmless for tearing down the fence, then it can service its sewer line. There's no need for the gate.

Question: *Reporter's note: There was no call for the question.*

ACTION: Commission unanimously approves the amended amendment to Resolution 2013-07

MOTION: *Reporter's note: Chair immediately called for a vote on Resolution 2013-07 as amended.*

ACTION: Commission approved Resolution 2013-07 as amended unanimously.

*Attorney Patrick Munson left the meeting at 7:00 p.m.*

## **B. Easement Committee Report**

Terry Hoeffler gave a report on the Subdivision Access Committee. The committee has met 3 times. Have assignments for the next meeting. Meeting biweekly. Have established a sunset date and intend to have a recommendation to the Planning commission by May 1.

## **C. Land Use Permit Ordinance Revisions – Action plan**

Planner submitted an action plan for improving the Land Use permit program.

- Emphasize that on trust properties that it's voluntary and in the best interests of the landowner to comply.
- Suggestion to emphasize educational aspects of the program. It's a tool for educating people about septic, property boundaries, planning for roads, parking, etc.
- Suggestion to put in form of resolution for planning Commission to adopt as a policy.
- Chair suggests a task list to get volunteers to take on particular tasks.
- Key thing is improvement in municipal code.
- A little public relations, explaining why the Planning Commission is working on this.

## **D. Community Walking Plan –**

Planner asked for volunteers to help with this. No one volunteered.

- Notes that commissioner Muir has been most active with walking plans, and offers Ms. Baltar as well.
- That all that is needed is to read what the Planner puts together.
- Suggests those people who have called regarding the bike path out to the hospital.

## **VI. NEW BUSINESS**

### **A. Hospital road names – a courtesy review by the Planning Commission**

Planner passed out the hospital names map and requested comment from Commissioners. Commissioners had no objections.

### **B. CIP timeline for FY15 annual update of the six year CIP**

Planner explained moved up CIP timeline for FY15 annual update of the Six Year CIP.

- Commissioner commented that the process is getting better every year and that it's the result of having continuity in the Planning Department.

- Bill Rodawalt agreed to be on the Project Review Committee, replacing Paul Liedberg.

**C. Planning Commission Training**

Commission decided on May 8 either 4-7 or 5-8 p.m. Planner to send out a scheduler.

**D. Bristol Bay Area Plan –**

Terry Hoefflerle mentioned that the community spent considerable time and thought incorporating healthful environment, sustainability and encouraging renewable resource development as opposed to non-renewable resource development in the City's Comprehensive Plan. The court sent the Bristol Bay Area Plan back to the ADNR to be reworked. He believes the City has an obligation to comment on this due to the potential for pollution and impact on the salmon runs and the local economy. Comments are due sometime in May.

**VII. PUBLIC COMMENTS/COMMITTEE COMMENTS**

Chair Bill Rodawalt requested unanimous consent to approve the changes suggested earlier in the meeting.

**ACTION: Unanimously approved.**

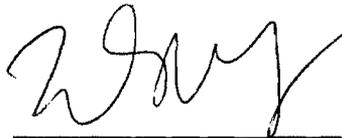
Rodawalt noted there was an earthquake earlier.

Paul Liedberg noted that two bills regarding Chikuminuk Park now related only to feasibility, not full development. Will move fast late in the session. Thanks Planner.

Julie Baltar – no comment.

Terry Hoefflerle wants to see the Bristol Bay Area Plan calendared for the next meeting. Suggested Tim Troll or Susan Flensburg or Rick Halford be invited to speak at the next meeting. Offered to make contact with them. Commented on legislation by Governor to reduce public comment and activities that would impede development of projects like Pebble. Urges comment by individual citizens.

**VIII. ADJOURNMENT 7:38 p.m.**



Bill Rodawalt, Chair

ATTEST:

  
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Jody Seitz/Recorder